

1 BILL NO. S-84-09- 29

2 SPECIAL ORDINANCE NO. S- 125-84

3 AN ORDINANCE approving Contract  
4 for Resolution #179-84 - Street  
5 Lighting Maintenance and Construc-  
6 tion for Street Lighting System  
7 for the City of Fort Wayne and  
8 City Utilities, with T & F Con-  
9 struction, in connection with  
10 the Board of Public Works.

11 NOW, THEREFORE, BE IT ORDAINED BY THE COMMON COUNCIL OF  
12 THE CITY OF FORT WAYNE, INDIANA:

13 SECTION 1. That the annexed Contract for Resolution  
14 #179-84 - Street Lighting Maintenance and Construction for Street  
15 Lighting System for the City of Fort Wayne and City Utilities, by  
16 and through its Board of Public Works and T & F Construction, for:


17 The contract for Res. #179-84, Street  
18 Lighting Maintenance and Construction  
19 for Street Lighting System for the  
20 City of Fort Wayne, Indiana and City  
21 Utilities is for the following. 1.  
22 RELAMPING UNIT - to consist of one  
23 (1) person and bucket-type line truck  
24 suitably equipped for relamping and  
25 maintenance work. 2. MAINTENANCE  
26 CREW - to consist of three (3) or  
27 more member crew equipped to perform  
28 maintenance, repair and construction  
29 on underground and overhead street  
30 light system including a pick-up  
31 truck, line with boom and earth auger  
32 and a bucket type w/50 foot working  
33 height available for use at all times.  
3. TROUBLE SHOOTING UNIT - to consist  
of one (1) person and one (1) truck  
which should be available at all times  
to handle accidents and emergencies.  
4. UNIT PRICE ITEMS - unit price  
list for Street Light Construction;

involving unit prices as bid, all as more particularly set forth  
in said Contract and which is on file with the Office of the  
Board of Public Works and is by reference incorporated herein,  
made a part hereof and is hereby in all things ratified, confirmed  
and approved.

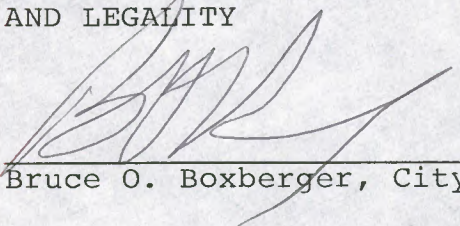
SECTION 2. That this Ordinance shall be in full force  
and effect from and after its passage and any and all necessary  
approval by the Mayor.



Page Two

  
Councilmember

APPROVED AS TO FORM  
AND LEGALITY

  
Bruce O. Boxberger, City Attorney

FOX RIVER BOND  
25% COTTON



Read the first time in full and on motion by Henry,  
seconded by Redd, and duly adopted, read the second time  
by title and referred to the Committee City Utilities (and the City  
Plan Commission for recommendation) and Public Hearing to be held after  
due legal notice, at the Council Chambers, City-County Building, Fort Wayne,  
Indiana, on \_\_\_\_\_, the \_\_\_\_\_ day of  
\_\_\_\_\_, 19\_\_\_\_, at \_\_\_\_\_ o'clock \_\_\_\_\_ M., E.S.

DATE: 9-25-84

Sandra E. Kennedy  
SANDRA E. KENNEDY, CITY CLERK

Read the third time in full and on motion by Henry,  
seconded by Redd, and duly adopted, placed on its  
passage. PASSED (~~LOST~~) by the following vote:

	<u>AYES</u>	<u>NAYS</u>	<u>ABSTAINED</u>	<u>ABSENT</u>	<u>TO-WIT:</u>
<u>TOTAL VOTES</u>	<u>9</u>	_____	_____	_____	_____
<u>BRADBURY</u>	<u>✓</u>	_____	_____	_____	_____
<u>BURNS</u>	<u>✓</u>	_____	_____	_____	_____
<u>EISBART</u>	<u>✓</u>	_____	_____	_____	_____
<u>GiaQUINTA</u>	<u>✓</u>	_____	_____	_____	_____
<u>HENRY</u>	<u>✓</u>	_____	_____	_____	_____
<u>REDD</u>	<u>✓</u>	_____	_____	_____	_____
<u>SCHMIDT</u>	<u>✓</u>	_____	_____	_____	_____
<u>STIER</u>	<u>✓</u>	_____	_____	_____	_____
<u>TALARICO</u>	<u>✓</u>	_____	_____	_____	_____

DATE: 10.9.84

Sandra E. Kennedy  
SANDRA E. KENNEDY, CITY CLERK

Passed and adopted by the Common Council of the City of Fort  
Wayne, Indiana, as (~~ANNEXATION~~) (~~APPROPRIATION~~) (~~GENERAL~~)  
(~~SPECIAL~~) (~~ZONING MAP~~) ORDINANCE (~~RESOLUTION~~) NO. S-125-84  
on the 9<sup>th</sup> day of October, 19 84,

ATTEST:

(SEAL)

Sandra E. Kennedy  
SANDRA E. KENNEDY, CITY CLERK

Ray A. Ebert  
PRESIDING OFFICER

Presented by me to the Mayor of the City of Fort Wayne, Indiana,  
on the 10<sup>th</sup> day of October, 19 84,  
at the hour of 11:00 o'clock A. M., E.S.T.

Sandra E. Kennedy  
SANDRA E. KENNEDY, CITY CLERK

Approved and signed by me this 10<sup>th</sup> day of October,  
19 84, at the hour of 2<sup>00</sup> o'clock P. M., E.S.T.

Win Moses, Jr.  
WIN MOSES, JR., MAYOR



CONTRACT

Res. No. 179-84

STATE OF INDIANA )  
 )  
COUNTY OF ALLEN )

THIS AGREEMENT made and entered into this, the 12<sup>th</sup>  
day of September 12, 1984, by and between:

City of Fort Wayne, Indiana

The party of the first part, termed in this agreement and the Contract Documents as the "Purchaser", and

T & F Construction Corp. of Indiana

The part of the second part, termed in this agreement and Contract Documents as the "Contractor":

WITNESSETH:

THAT, WHEREAS, the Board of Public Works has heretofore caused to be prepared certain contract documents for furnishing labor and equipment and performing work therein fully described, and the Contractor did, on the 22 day of August, 1984, file with the Board of Public Works, a copy of said contract documents, together with his offer and terms therein fully stated and set forth, and,

WHEREAS, the said contract documents accurately and fully describe the terms and conditions upon which the Contractor is called for by the said contract documents and in the manner and time of furnishing and performing same.

IT IS THEREFORE, AGREED:

FIRST - That a copy of said contract documents filed as aforesaid be attached hereto and that the same do in all particulars become the agreement and contract between the parties hereto in all matters and things set forth therein and described, and further, that both parties hereby accept and agree to the terms and conditions of said contract documents so filed, for the following:

Maintenance contract for street lighting system and unit price items for

street light construction.



SECOND - The Contract Documents hereto annexed are made a part of this agreement and contract as fully and as absolutely as if herein set out verbatim.

This contract consists of the following component parts all of which are as fully a part of this Contract as if herein set out verbatim, or if not attached, as if hereto attached:

1. Advertisement for bids
2. Instructions to bidders
3. Specifications and special provisions
4. Detailed specifications and addendum
5. Construction drawings
6. Application for cut permits into Fort Wayne street, county roads and/or State highways
7. Contractor's bid
8. Material list
9. Bidder's Bond
10. Non-Collusion Affidavit
11. Certificate in lieu of financial statement
12. Certificate in lieu of Equal Employment Statement and Affirmative Action Program
13. Affirmative Action Program
14. Minority/Female Employment Requirements
15. Equal Opportunity Clause
16. Street barricade maintenance information
17. Federal Labor Standards Provisions
18. Copeland "Anti Kick Back" Act (18 U.S.C. Sec. 874)
19. Davis Bacon Act
20. Federal Wage Scale
21. State Prevailing Wage Scale
22. Performance Bond
23. Manpower Utilization Report
24. Completion Affidavit
25. This Contract

In the event that any provisions in any of the above component parts of this contract conflicts with any provision in any other of the component parts, the figured dimensions and sizes should any part of the work, materials or apparatus be dimensioned or sized differently on different drawings or different parts of the same drawings, the larger or heavier sizes shall take precedence unless otherwise directed or corrected by the engineer.

THIRD - The unit prices agreed to in this contract will remain in effect until the work covered under this contract is completed.

FOURTH - This contract is executed in duplicate.



FIFTH - It is further stipulated that not less than the general prevailing rate of wages as ascertained by the City of Fort Wayne or the Indiana Department of Labor shall be paid to all workmen performing work on this contract.

SIXTH - It is further stipulated that Contractor shall pay all lawful claims or indebtedness which may accrue, by operation of law and otherwise, to any persons, firm or corporation on account of any labor or service performed or material furnished or service rendered, in the carrying forward, performing, and completing of said contract including subcontractors, laborers, materialmen, and those performing service on account of or directly in connection with the completion of said contract.

SEVENTH - It is further stipulated that any judgment rendered against the City of Fort Wayne or any official thereof, in any suits for damages for injury to real or personal property, or for any injury, sustained by any person growing out of any act or doing of Contractor, or its agents, employees or workmen and that of the State Industrial Board of the State of Indiana rendered against the City of Fort Wayne in any suit or claim arising under said Workmen's Compensation Acts, of the State of Indiana, now in force, relating to compensation for accidental injuries or death suffered by his employees or the employees of any Sub-contractor or Subcontractors in the course of their employment, when notice of the pendency of such suit, hearing or arbitration shall have been given said Contractor, shall be conclusive against Contractor as to amount, liability and all other things pertaining thereto; it being the intent of the parties hereto that Contractor indemnify and hold harmless City in the premises.

EIGHTH - The Contractor further agrees to be bounded by Section 15-13 (as amended), of the Code of the City of Fort Wayne, Indiana of 1974, passed by the Common Council of the City of Fort Wayne, Indiana as General Ordinance No. G-34-78 (as amended) on December 12th, 1978, a copy of which Section is attached, and incorporated herein and made a part hereof. (NE/1 - NE/3).

NINTH - The Contractor shall furnish a Performance Bond in a form acceptable to the City of Fort Wayne for the full value of the work.



IN FAITH WHEREOF, Witness the hands and seals of both parties on the day and year in this agreement first above written.

APPROVED:

*William H.*  
MAYOR

*Helen V. Gochenour*  
ATTEST: Clerk

BOARD OF PUBLIC WORKS

*David J. Kient*

*Benjamin P. Collins*

CONTRACTOR: T & F

Construction Corp. of Indiana

BY: *J. L. Taber*  
J. L. Taber

President

Approved in Form & Legality  
By:

*R. Snuffer*  
ASSOCIATE CITY ATTORNEY

BY: *V. L. Miller*

V. L. Miller  
Secretary-Treasurer



~~REPRODUCED FROM THE ORIGINAL COPY~~

KNOW ALL MEN BY THESE PRESENTS, that we T & F Construction Corp. of Indiana,  
as Principal, and Fidelity & Deposit Company of Maryland,  
a corporation organized under the laws of the State of Maryland,  
and duly authorized to transact business in the State of Indiana, as  
Surety, are held firmly bound unto the City of Fort Wayne, Indiana,  
an Indiana Municipal Corporation in the sum of \_\_\_\_\_  
Two Hundred Fifty Thousand and 00/100 Dollars (\$ 250,000.00 ),

for the payment whereof well and truly to be made, the Principal and  
Surety bind themselves, their heirs, executors, administrators, success-  
ors and assigns, jointly and severally, firmly by these presents. The  
condition of the above obligation is such that

WHEREAS, the Principal did on the 12<sup>th</sup> day of September 1984  
enter into a contract with the City of Fort Wayne to construct and main-  
tain the municipally owned street lighting system at a cost of  
\$ 250,000.00, according to the specifications on file in the of-  
fice of the Board of Public Works.

WHEREAS, the grant of authority by City to so perform such work pro-  
vides:

1. That said work performed under the unit price section shall be  
completed according to the plans and specifications and con-  
tractor shall warrant and guarantee all work for a period of  
one (1) year from the date of final acceptance in writing by  
the owner;
2. Said Principal is required to agree to make such adjustments,  
modifications, and repairs as required by the City within thirty  
(30) days after notice.



WHEREAS, said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the contract or to the work to be performed thereunder, or the specifications accompanying the same, shall in any way affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract, or to the work or to the specifications.

NOW THEREFORE, if the principal shall faithfully perform all of the terms and conditions required of it by the contract and shall for one (1) year after acceptance of said improvement by City warrant and guarantee said improvement and shall indemnify the City for all loss that City may sustain by reason of the Principal's failure to comply with any of the terms of the authorization, than this obligation shall be void, otherwise it shall remain in full force and effect.

T & F Construction Corp. of Indiana  
(Contractor):

BY: J. L. Taber J. L. Taber

ATTEST:

V. L. Miller V. L. Miller

Secretary-Treasurer

(Title)

\*If signed by an agent,  
power of attorney must be  
attached.

ITS: President

Fidelity & Deposit Co. of Maryland  
Surety

BY: Verity Jean Ellis  
Authorized Agent  
(Attorney-in-Fact)



**Power of Attorney**  
**FIDELITY AND DEPOSIT COMPANY OF MARYLAND**

HOME OFFICE: BALTIMORE, MD.

KNOW ALL MEN BY THESE PRESENTS: That the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, a corporation of the State of Maryland, by C. M. PECOT, JR., Vice-President, and C. W. ROBBINS, Assistant Secretary, in pursuance of authority granted by Article VI, Section 2, of the By-Laws of said Company, which reads as follows:

SEC. 2. The President, or any Executive Vice-President, or any of the Senior Vice-Presidents or Vice-Presidents specially authorized so to do by the Board of Directors or by the Executive Committee, shall have power, by and with the concurrence of the Secretary or any one of the Assistant Secretaries, to appoint Resident Vice-Presidents, Assistant Vice-Presidents and Attorneys-in-Fact as the business of the Company may require, or to authorize any person or persons to execute on behalf of the Company any bonds, undertakings, recognizances, stipulations, policies, contracts, agreements, deeds, and releases and assignments of judgments, decrees, mortgages and instruments in the nature of mortgages, and also all other instruments and documents which the business of the Company may require, and to affix the seal of the Company thereto.

does hereby nominate, constitute and appoint Vernon Matherly, Lynwell L. Case, Jerry J. Dils, Robert W. Robbins, Russell L. Turner, Gregory K. Dils, Earl L. Chamness and Dorothy Jean Ellis, all of Richmond, Indiana, EACH, its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: any and all bonds and undertakings, each in a penalty not to exceed the sum of SEVEN HUNDRED FIFTY THOUSAND DOLLARS (\$750,000).

And the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Company, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the Company at its office in Baltimore, Md., in their own proper persons. This power of attorney revokes those issued on behalf of Vernon Matherly, etal, dated February 10, 1981.

The said Assistant Secretary does hereby certify that the foregoing is a true copy of Article VI, Section 2, of the By-Laws of said Company, and is now in force.

IN WITNESS WHEREOF, the said Vice-President and Assistant Secretary have hereunto subscribed their names and affixed the Corporate Seal of the said FIDELITY AND DEPOSIT COMPANY OF MARYLAND, this 25th day of May, A.D. 1982.

**FIDELITY AND DEPOSIT COMPANY OF MARYLAND**

ATTEST:



C W Robbins  
Assistant Secretary

By   
Vice-President

STATE OF MARYLAND  
CITY OF BALTIMORE

} ss:

On this 25th day of May, A.D. 1982, before the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore, duly commissioned and qualified, came the above-named Vice-President and Assistant Secretary of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and they each acknowledged the execution of the same, and being by me duly sworn, severally and each for himself depose and saith, that they are the said officers of the Company aforesaid, and that the seal affixed to the preceding instrument is the Corporate Seal of said Company, and that the said Corporate Seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal, at the City of Baltimore, the day and year first above written.



Notary Public Commission Expires July 1, 1982

**CERTIFICATE**

I, the undersigned, Assistant Secretary of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the original Power of Attorney of which the foregoing is a full, true and correct copy, is in full force and effect on the date of this certificate; and I do further certify that the Vice-President who executed the said Power of Attorney was one of the additional Vice-Presidents specially authorized by the Board of Directors to appoint any Attorney-in-Fact as provided in Article VI, Section 2 of the By-Laws of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND.

This Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 16th day of July, 1969.

RESOLVED: "That the facsimile or mechanically reproduced signature of any Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed."

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seal of the said Company, this 7th day of September, 1984.



BILL NO. S-84-09-29

REPORT OF THE COMMITTEE ON CITY UTILITIES

WE, YOUR COMMITTEE ON CITY UTILITIES TO WHOM WAS REFERRED AN  
ORDINANCE approving Contract for Resolution #179-84 - Street  
Lighting Maintenance and Construction for Street Lighting System  
for the City of Fort Wayne and City Utilities, with T & F Construction  
in connection with the Board of Public Works

HAVE HAD SAID ORDINANCE UNDER CONSIDERATION AND BEG LEAVE TO REPORT  
BACK TO THE COMMON COUNCIL THAT SAID ORDINANCE DO PASS.

THOMAS C. HENRY, CHAIRMAN

MARK E. GIAQUINTA, VICE CHAIRMAN

CHARLES B. REDD

JAMES S. STIER

DONALD J. SCHMIDT

CONCURRED IN 10-9-84  
SANDRA E. KENNEDY, CITY CLERK



TITLE OF ORDINANCE Contract for Res. #179-84 - St. Lighting Maintenance & Construction  
for St. Lighting System for the City of Fort Wayne, Indiana & City Utilities  
DEPARTMENT REQUESTING ORDINANCE BOARD OF PUBLIC WORKS *179-84-09-29*

SYNOPSIS OF ORDINANCE The contract for Res. #179-84, St. Lighting Maintenance &  
Construction for Street Lighting System for the City of Fort Wayne, Indiana &  
City Utilities is for the following. 1. RELAMPING UNIT - to consist of one (1)  
person and bucket-type line truck suitably equipped for relamping and maintenance  
work. 2. MAINTENANCE CREW - to consist of three (3) or more member crew equipped  
to perform maintenance, repair and construction on underground and overhead street  
light system including a pick-up truck, line with boom and earth auger and a bucket  
type w/50 foot working height available for use at all times. 3. TROUBLE SHOOTING  
UNIT - to consist of one (1) person and (1) truck which should be available at all  
times to handle accidents and emergencies. 4. UNIT PRICE ITEMS - unit price  
list list for Street Light Construction. T & Construction is the Contractor.

EFFECT OF PASSAGE Maintenance of City Street Lighting System.

EFFECT OF NON-PASSAGE

MONEY INVOLVED (DIRECT COSTS, EXPENDITURE, SAVINGS) Unit Prices as bid.

ASSIGNED TO COMMITTEE